

“JLL WINTERGARDEN FOODIE DOLLARS” OFFER

TERMS AND CONDITIONS

1. Information on how to claim and the Gift (defined below) form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions.
2. Claims are only open to Queensland residents. Claimants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this offer.

ELIGIBILITY

3. Employees (and their immediate families) of the Promoter and agencies associated with this Offer are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

PROMOTIONAL PERIOD AND CLAIM PERIOD

4. This offer commences at 7am AEST on 01/03/23 and closes at 5:30pm AEST on 10/03/23, while Gifts last ("**Offer Period**"). Claims for Gifts commence at 7am AEST on 01/03/23 and closes at 5:30pm on 15/03/23 ("**Claim Period**").

HOW TO CLAIM

5. Between the following dates: (a) 1 March 2023 to 3 March 2023 (inclusive) and (b) 8 March 2023 to 10 March 2023, a representative of the Promoter will be distributing flyers advertising this offer. In order to claim a \$5 Foodie Gift Card (a "**Gift**"), claimants must locate a representative of the Promoter during the above dates and obtain a promotional flyer. Then, during the Offer Period, claimants must scan the promotional QR code on the promotional flyer, follow the prompts to the promotional website, input the requested details (including their name, email address, phone number), answer a question about how often they visit Wintergarden Food Court for lunch, and submit the fully completed form.
6. Upon completing the form, claimants will receive an email with information regarding when they will receive their Gift and information on where and how to use it. Claimants must claim a Gift during the Claim Period.
7. Gifts are only valid to be redeemed at the following stores located at Wintergarden (171-209 Queen St, Brisbane City QLD 4000):
 - Boost;
 - Dello Mano
 - Grill'd;
 - Guzman y Gomez;
 - Hanaichi Japanese Fine Foods;
 - Soul Origin;
 - Hokka Hokka;
 - Ispa Kebabas;
 - McDonalds; or
 - PappaRich

LIMITS ON CLAIMING

8. A maximum of one (1) Gift permitted per person per day.

GIFTS

9. There are a total of 2,000 Gifts available in this offer. The total Gift pool is valued at up to \$10,000.
10. Any ancillary costs associated with redeeming a Gift are not included. Any unused balance of a gift card will not be awarded as cash. Redemption of a Gift is subject to any terms and conditions of the issuer including those specified on the gift card itself.
11. If for any reason a claimant does not take/redeem a Gift by the time stipulated by the Promoter, then the Gift will be forfeited. Gifts will expire on 31/03/23.
12. If a Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with a Gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
13. Gift is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
14. The Gift is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("EML") and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 ("Vault"). In these terms and conditions, "we", "us" or "our" means EML and Vault; and "you", "your" or "user" means the cardholder/claimant. If you acquire a Gift you will have a contract with us.
15. When we refer to a **Tokenised Card** it means a card that has had sensitive personal information (including, but not limited to, a PAN) is substituted for a unique identifier (token) and stored within a Device Wallet for you to use as payment. A Tokenised Card can be used for Contactless Transactions as well as card not present transactions, including online purchases.
16. When we refer to a **Digital Wallet**, we are referring to Apple Pay, Google Pay or Samsung Pay or any other digital wallet provider capable of provisioning the Gift to your Device and when we refer to a **Device**, we are referring to a mobile or wearable device that allows you to store or otherwise add a Gift to a Digital Wallet.
17. **App** means the mobile application provided by Vault which allows you to manage your Gift, review transactions and check your available balance.

Accepting the Gift and agreeing to these conditions of use

18. You agree to be bound by these terms and conditions by using the Gift in any capacity including, but not limited to, provisioning the Gift into your Device, using any Gift features or completing a transaction with the Gift.
19. Use and access to the Tokenised Card is subject to your respective Device capability. This means your Device must have the ability to store the Tokenised Card and make a purchase using a Digital Wallet.

How and where you can use the Gift

20. The Gift must be activated prior to use and expiry. For a Tokenised Card, via the App by following the instructions provided to you via text message to your Device;
21. Upon activation, the Gift will be ready for use from 12pm the following business day;

22. If the Gift is not activated within the activation period, it will be cancelled for non-activation, and the available balance will be forfeited.
23. The Gift is a single load prepaid card that can be used for purchasing goods and services at merchants as defined on the website and cannot be used at ATMs or over the counter at financial institutions. At an Accepted Merchant that has an EFTPOS Device you can use the Gift by making a Contactless Transaction.
24. Attempts to use the Gift at merchants that are not otherwise approved to accept the Gift will result in a declined transaction.
25. The Gift must be activated prior to use and expiry. To activate the Gift, you must follow the activation steps at <https://vaultactivation.com.au>.
26. If the Gift is not activated within (activation period) from the date of issue, it will be closed, and the available balance will be forfeited and paid to Vault.
27. The Gift does not have cash out capability. You may not use the Gift to withdraw cash.
28. The Gift cannot be cancelled, used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments.

Checking your Card balance and transaction history

29. You acknowledge and agree that we do not provide you with paper statements. Gift activity and balance information can be found by accessing <https://vaultactivation.com.au> for physical plastic cards or the App for digital cards.
30. You are responsible for checking your transaction history and knowing the available balance for the Gift, all of which will be available to you on your Device or by accessing <https://vaultactivation.com.au>.
31. You are responsible for ensuring the availability of sufficient funds for all transactions. The Gift cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.
32. In the event the available amount on the Gift is less than the purchase amount, some merchants may not allow the Cardholder to combine multiple payment types (such as cash, cheque or another payment card) to complete the transaction.

Validity and Card Expiry

33. Once Activated, the Gift is valid until the expiry date shown within the App or your Digital Wallet.
34. The Gift cannot be used after expiry. After its expiry, or cancellation for non-activation, any balance will be forfeited to Vault, and the Gift will be declined when presented for use. We will not give you any notice before this happens.

Your Card, your responsibility

35. The Gift is like cash. We have no obligation to replace or refund value for misused, lost, stolen or damaged Gifts except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide).
36. You are responsible for all transactions on the Gift, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Gift, you should notify Vault Customer Support immediately at info@vaultps.com.au.
37. Except to the extent required by law, we are not liable for any loss or damage arising out of or in any way related to the use of the Gift, including:
 1. if authorisation is declined for any transaction, except where the authorisation has been declined because of an act or omission on our part;

2. if you permit someone else to use the Gift, you will be responsible for any transactions initiated by that person with the Gift;
 3. the availability of merchants who allow the use of the Gift as payment;
 4. reduced levels of service caused by the failure of third-party communications and network providers (except to the extent deemed liable under the ePayments Code).
38. Unauthorised transactions can happen using the Gift if the Device it is lost or stolen, a personal identification number (“PIN”) is revealed to any other person, or because of fraud.

Errors and complaints

39. If we discover an error in the amount of funds loaded, reloaded, received or used for any reason, we are authorised to rectify the error without further notice to you, including but not limited to debiting the equal amount of funds found in error from your Gift available balance.
40. If you notice any error relating to the Gift or have a query about the Gift, you should initially contact the shopping centre customer service team during opening hours.
41. If you have a complaint relating to the Gift, you can contact Vault Customer Support on
Phone: (03) 9000 0012; or
Email: info@vaultps.com.au
Or/ EML at any of the following:
Phone: 1300 739 889 from 8am – 5pm Monday to Friday (Sydney time)
Email: support@emlpayments.com.au

Fees and Charges

42. We do not charge any fees for using the Gift. However, to the extent permitted by law, some merchants may charge you for using the Gift and such fees may be deducted from the balance of your Gift at the time of the transaction.

Refunds or exchanges

43. Any refunds on Gift transactions are subject to the policy of the specific merchant. If the Gift expires or is revoked before you have spent any funds resulting from a refund then you will have no access to those funds.
44. You cannot “stop payment” on any transaction after it has been completed. If you have a problem with a purchase made with the Gift, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact Vault Customer Support.

Privacy

45. Information will be disclosed to third parties about the Gift, or transactions made with the Gift, whenever allowed by law, and where necessary to operate the Gift and process transactions. Our Privacy Policies are available at:

JLL: <https://www.jll.com.au/en/privacy-statement>
EML: <https://www.emlpayments.com/privacy>
Vault: <https://www.vaultps.com.au>

Changes to these Conditions of Use

46. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at the Website.

GENERAL

47. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant’s identity) and reserves the right, in its sole discretion, to disqualify any

individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

48. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
49. The Promoter's decision is final and binding and no correspondence will be entered into.
50. Claimants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
51. If this offer is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, pandemic, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the offer, as appropriate.
52. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the offer.
53. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any submission or Gift claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Gift.
54. The Promoter collects personal information ("**PI**") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, Gift suppliers and, as required, to Australian regulatory authorities. Claims are conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.ill.com.au/en/privacy-statement>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be

dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

55. The Promoter is ISPT Pty Ltd in its capacity as the Trustee for Industry Superannuation Property Trust No. 1 (ABN 28 064 041 283), trading as Wintergarden (ABN 70 014 228 200) of Level 2, 167 Queen Street, Brisbane QLD 4000, telephone: (07) 3229 9755 ("**Promoter**").